

REMARKS

This application has been carefully reviewed in light of the Office Action mailed March 21, 2005. Claims 1-30 are pending in the Application. Claims 1, 5-7, 11-16, 19 and 20 are amended, Claims 4, 17 and 18 are cancelled, and Claims 24-29 are withdrawn from consideration. Applicant respectfully requests reconsideration and favorable action of all pending claims in view of the following remarks.

Election/Restrictions

Applicant confirms the election without traverse of Claims 1-23 and 30 and withdrawal of Claims 24-29.

Section 112 Rejections

The Office Action states that Claims 16, 19 and 20 were rejected under 35 U.S.C. § 112 as having insufficient antecedent basis for the limitation "the retaining end" in lines 1 and 2 of the claims. These claims have been amended to address this rejection. Reconsideration and favorable action are requested.

Section 102 and 103 Rejections

The Office Action states that (1) Claims 1, 13, 14, 21-23, and 30 are rejected under 35 U.S.C. § 102(b) as being anticipated by U.S. Patent No. 4,562,834 to Bates et al. ("*Bates*"), (2) Claims 1, 4-10, 13-23, and 30 are rejected under 35 U.S.C. § 103(a) as being unpatentable over U.S. Patent No. 3,745,998 to Rose ("*Rose*") in view of U.S. Patent No. 6,913,483 to Polk ("*Polk*"), (3) Claims 1, 4-19, 13-23, and 30 are rejected under 35 U.S.C. § 103(a) as being unpatentable over *Rose* in view of U.S. Patent No. 6,763,554 to Torrey et al. ("*Torrey*"), (4) Claims 2 and 3 are rejected under 35 U.S.C. § 103(a) as being unpatentable over *Rose* in view of *Polk* or *Torrey*, and further in view of U.S. Patent No. 6,838,154 to Varona et al. ("*Varona*"); (5) Claim 11 is rejected under 35 U.S.C. § 103(a) as being unpatentable over *Rose* in view of *Polk* or *Torrey*, and further in view of U.S. Patent No. 5,743,878 to Ross et al. ("*Ross*"), and (6) Claim 12 is rejected under 35 U.S.C. § 103(a) as being unpatentable over *Rose* in view of *Polk* or *Torrey*, and further in view of *Ross*.

Applicant respectfully traverses. Claim 1, as amended, recites a device for supporting an injured limb or body part that includes a sleeve having a strap holder having a hole width and “at least one T-shaped strap having first and second ends and a body, the body of the T-shaped strap having a width that is less than the hole width and the first end having a width that is larger than the hole width so that the strap may be inserted through the hole and be retained in place by the first end of the T-shaped strap, the at least one strap inserted through the at least one strap holder.” The cited references do not teach this combination of limitations.

First, none of the cited references disclose a T-shaped strap having a first end having a width that is larger than the hole width, as claimed. In particular, neither *Polk* nor *Torrey* disclose that the width of one end of the illustrated securing device is larger than the width of a hole width of a strap holder. Rather, in both references the principal of operation is to compress together whatever is being secured, such as a shoelace or a plastic bag, and secure the strap to itself while compressing together the shoelace or plastic bag within the strap. By operating in such a manner, neither reference is concerned with, or discloses, that the one end of the strap is larger than the hole width of a strap holder, particularly because no strap holder is utilized with the devices in either of these references.

The above-recited limitations are not taught by the references also because none of the references discloses the claimed T-shaped strap inserted through the at least one strap holder. Such a limitation is clearly not disclosed in *Polk*, *Rose*, or *Torrey*, the references used to reject original Claim 5.

In rejecting original Claim 5, the Office Action relies on a combination of the device shown in Figure 24 of *Rose* with either *Polk* or *Torrey*, but this reliance is misplaced. As described above, none of these references shows the claimed T-shaped strap with the claimed width being greater than the width of an associated strap holder, and neither shows the claimed strap (or any strap) inserted through a strap holder.

Further, the combination of *Rose* with *Polk* or *Torrey* is improper because it would render *Rose* inoperable for its intended purpose. The M.P.E.P. explicitly states that it is impermissible to combine two references when doing so would render the references inoperable for their intended purpose. M.P.E.P. § 2143.01. Figure 24 of *Rose* is a “stretcher-shaped rectangular unit” with “carrying handles 81” and is stated to be “suitable for use in transporting accident victims . . . to patient care installations.” The stretcher includes a

envelope 76, which is maintained “in its rigidified mode” to transport the patient.” The Office Action proposes modification of the stretcher of Figure 24 of *Rose* with the teachings of *Polk* as follows: “[t]herefore it would have been obvious to one skilled in the art to loop the T-shaped securing apparatus suggested by *Polk* [which is taught to secure shoelaces together] in the [sic] *Rose*’s a corresponding carrying loops (81) as such would secure the securing apparatus around the closed envelope (76).”

But this proposed modification to tie two opposing ends of a stretcher together with a shoelace securing device wrapped around the carrying handles of the stretcher is nonsensical. Clearly, the stretcher of Figure 24 could not be used for its intended purpose if it were modified to have its two opposing ends tied together with a shoelace securing device because a person would be too large to be supported on the envelope 76 if the two opposing ends were brought together; it would be necessary to bring the two opposing ends together if a shoelace strap, which is very small, were used to “secure the apparatus around the closed envelope (76)” as proposed in the Office Action. Further, the stretcher of Figure 24 is “rigified” in use by a micro-balloons 37, thus it would not be possible for the shoelace securing device of *Polk* to bring together opposing handles 81 as proposed.

Thus, the proposed modification of *Rose*, (1) would not work and (2) even if somehow it could work, would result in a stretcher that could not be used as a stretcher, which is an impermissible modification. The proposed modification of *Rose* by *Torrey* is similarly inappropriate for analogous reasons. It is noted that no evidence was provided suggesting the proposed modification; rather the Office Action merely speculated that such a modification “would have been obvious.” But the fact that the proposed modification would not work further demonstrates that the modification is not obvious; it would not be obvious to make a modification that does not work. For at least this additional reason, the cited references do not teach the above-cited claim limitations.

For the above reasons, Claim 1 is allowable, as are the claims depending therefrom. Independent Claims 5 and 30 are allowable for analogous reasons. It is noted for the convenience of the Examiner that Claim 5 is as originally filed, but rewritten in independent form. Thus, any new ground of rejection of this claim would have to occur in a non-final Office Action.

CONCLUSION

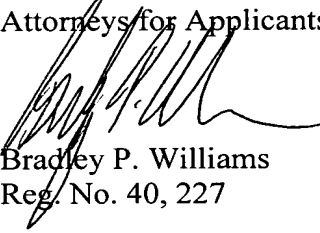
Applicant has now made an earnest attempt to place this case in condition for immediate allowance. For the foregoing reasons and for other apparent reasons, Applicant respectfully requests allowance of all pending claims.

If the Examiner feels that prosecution of the present Application may be advanced in any way by a telephone conference, the Examiner is invited to contact the undersigned attorney at 214-953-6447.

The Commissioner is hereby authorized to charge the fee of \$200.00, and any other required fees or credit any overpayments to Deposit Account No. 02-0384 of Baker Botts L.L.P.

Respectfully submitted,

BAKER BOTTS L.L.P.
Attorneys for Applicants

A handwritten signature in black ink, appearing to read 'Bradley P. Williams', is written over the printed name and registration number.

Bradley P. Williams
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Date: August 22, 2005

Customer Number: **05073**